

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Chris Kovanes, Programs Administrator / 797-1102
SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LIMITED AGENCY AGREEMENT BETWEEN THE TOWN OF DAVIE AND FLOOD MITIGATION ASSISTANCE PROJECT PARTICIPANT, MR. BARRY POKRIFCSAK.

REPORT IN BRIEF: The State of Florida, Department of Community Affairs, offers a Flood Mitigation Assistance Program which reimburses a qualified participant seventy-five percent (75%) for all justifiable costs in the procurement process of eliminating future flood damage.

The State offers a formal application which any individual suffering from flood damage may submit. Mr. Barry Pokrifcsak, Town of Davie Resident, submitted an application and was selected as a participant of this Flood Mitigation Assistance Program.

The Town of Davie will be administering the project by obtaining records from the participant and handling funds from the State to be given to the participant upon redemption. The Town is not financially involved with this project what so ever--this is entirely funded by the State of Florida, Department of Community Affairs.

PREVIOUS ACTIONS: Not Applicable

CONCURRENCES: Not Applicable

FISCAL IMPACT: Not Applicable.

Additional Comments: Not Applicable

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Resolution,
Memorandum from Attorney Kiar dated Jan. 11, 2001
Limited Agency Agreement,
Memorandum from Shirley W. Collins dated Dec. 29, 2000,
Flood Mitigation Assistance Project Agreement.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LIMITED AGENCY AGREEMENT BETWEEN THE TOWN OF DAVIE AND FLOOD MITIGATION ASSISTANCE PROJECT PARTICIPANT, MR. BARRY POKRIFCSAK.

WHEREAS, the United States Congress, through an appropriation to the Federal Emergency Management Agency (FEMA), has made available to the Department, Flood Mitigation Assistance (FMA) funds for flood mitigation projects; and

WHEREAS, the goals of the FMA program include assisting States and communities in implementing flood mitigation projects to reduce the risk of flood damage to National Flood Insurance Program insurable structures; and

WHEREAS, Sections 252.35, 252.36, 252.37, 252.38, and 163.03, Florida Statutes (FS), authorize the relationship described herein; and

WHEREAS, the Recipient represents that it possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, that it will perform flood mitigation planning and other activities as provided herein; and

WHEREAS, the Town has determined that the Flood Mitigation Assistance Project Agreement is in sufficient proper form which will be in the best of interest for the Town and participant;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the recitals set forth above are true and correct and are made a part of this resolution.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK
APPROVED THIS _____ DAY OF _____, 2001.

LIMITED AGENCY AGREEMENT

This Limited Agency Agreement entered into this _____ day of _____, 2001, between **BARRY POKRIFCSAK** and _____ (his spouse if any), whose address is 4421 SW 73rd Terrace, Davie, Florida 33314, hereinafter referred to as "OWNER"; and the **TOWN OF DAVIE**, a political subdivision of the State of Florida, hereinafter referred to as "TOWN".

W I T N E S S E T H

For and in consideration of the mutual covenants and provisions herein contained, and for other valuable consideration given and received between the parties hereto, said OWNER and TOWN, agree as follows:

1. The OWNER does hereby appoint the TOWN as its exclusive agent to administer that certain disaster assistance aid to be provided to the OWNER by the TOWN pursuant to a grant from the Federal Emergency Management Agency (FEMA), and/or from the Florida Department of Community Affairs; said Disaster Assistance Grant Contract Number 01FM-60-11-23-15-008, to be made for the purpose of providing flood mitigation assistance to the OWNER's home located as hereinbelow indicated. The actual Disaster Assistant Grant, * \$87,600.00, shall be hereafter made by the TOWN at a time when the amount can be computed by the TOWN pursuant to the contract with an independent contractor pursuant to the authority granted the TOWN by this Limited Agency Agreement.

2. If for any reason the OWNER fails to execute and otherwise enter into this Limited Agency Agreement with the TOWN within ten (10) days from the receipt of written request by the TOWN or its authorized agent, the TOWN may, upon written notice to the OWNER, immediately terminate this Limited Agency Agreement without penalty whatsoever.

3. The OWNER shall have the exclusive right to solicit for and to receive bids from independent contractors relative to performing the flood mitigation technique and using the Community Improvement Department Procedures, or similar, to select the independent contractor for the implementation of the mitigation technique of the OWNER's home situated upon real property located at 4421 SW 73rd Terrace, Davie, Florida 33314.

*This dollar figure may vary somewhat due to the overall development process.

The nature of the disaster aid to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable work contract entered into between OWNER and any flood-mitigation contract. The TOWN shall have the right to approve the contractor(s) to perform the repair and rehabilitation work upon the OWNER's aforesaid home. The TOWN shall, at its sole discretion and as provided for in the applicable work contract entered into between OWNER and any repair and rehabilitation contractor, have the right to terminate or abandon the work (project) contemplated pursuant to such contract.

4. The TOWN shall have the right to order, direct and manage the administration of the work contract which the OWNER hereby indicates it will enter into with the OWNER selected flood-mitigation contractor(s). Likewise, the TOWN (without further consent or authorization by the OWNER) shall have the exclusive right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of the TOWN; including the filing and prosecution of breach of contract court claims against the applicable repair and rehabilitation contractor(s). If the OWNER fails to execute and otherwise enter into said work contract with the OWNER's selected contractor(s) within five (5) days from the receipt of written request by the TOWN or its authorized agent, the TOWN, may, upon written notice to OWNER, immediately terminate this Limited Agency Agreement without penalty whatsoever.

5. All notices to the OWNER, as provided for pursuant to the provisions of this Limited Agency Agreement, shall be deemed received by the OWNER upon deliverance by Certified U.S. Mail, or otherwise, of an appropriate written communication to the OWNER's home address as given in Paragraph 3 of this Limited Agency Agreement.

6. Unless earlier terminated by the TOWN pursuant to the provisions of Paragraph 4 of this Limited Agency Agreement, this Limited Agency Agreement shall continue and remain in full force and effect until such time as the TOWN on behalf of the OWNER makes a final payment to or otherwise terminates the contractual relationship of all contractors who, relative to the aforesaid Disaster Assistance Grant have entered into work contracts with the OWNER as described in Paragraph 4 above.

7. The OWNER will indemnify and hold the TOWN harmless together with all the TOWN's employees and designated representatives, from any and all liability, claims, actions, suits or demands for injuries, death or property damage arising out of or in connection with the repair and rehabilitation of the OWNER's property due to the OWNER's negligence, the negligence of the contractor(s), and any third party or by the TOWN.

8. This Limited Agency Agreement shall be binding upon the OWNER, and the estate, personal representatives, heirs and devisees of a deceased OWNER.

9. The use of the word OWNER as appears in the Limited Agency Agreement, shall apply to the plural as well as the singular.

10. Miscellaneous Provisions

a. No elected federal official or employee of the federal government shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

b. No officer or employee of the urban county government who exercises any functions or responsibilities in connection with the carrying out of the program to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement or in the proceeds of this Disaster Assistance Grant.

ATTENTION OWNER, NON-OWNER SPOUSE: DO NOT EXECUTE (SIGN) THIS LIMITED AGENCY AGREEMENT PRIOR TO HAVING READ ALL PARAGRAPHS. IF YOU HAVE A QUESTION CONCERNING THIS LIMITED AGENCY AGREEMENT, SEEK THE ADVICE OF YOUR PRIVATE COUNSEL OR THE COUNSEL OF ANY OTHER PERSON OF YOUR CHOICE.

IN WITNESS WHEREOF, the parties hereto have executed this Limited Agency Agreement the date and year above written.

TOWN OF DAVIE, FLORIDA

BARRY POKRIFCSAK, Owner

By: _____
Mayor

ATTEST:

Town Clerk

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____ 2001, by BARRY POKRIFCSAK, who is personally known to me or who has produced ____ as identification and who did/did not take an oath.

Notary Public, State of Florida
at Large

Print, Type or Stamp Name

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT: TOWN OF DAVIE

Federal Employer I.D.: _____

TOWN OF DAVIE

APPROVED BY TOWN COUNCIL ON _____, 2001.

BY: _____
MAYOR/COUNCILMEMBER

ATTEST:

BY: _____ DATE: _____
TOWN CLERK

APPROVED AS TO FORM:

BY: _____
MONROE D. KIAR, TOWN ATTORNEY

STATE OF FLORIDA

DEPARTMENT OF
COMMUNITY AFFAIRS

BY: _____ DATE: _____
DIRECTOR, DIVISION OF
EMERGENCY MANAGEMENT

Contract Number: 01FM-6T-11-23-15-008
CFDA Number: 83.536

FLOOD MITIGATION ASSISTANCE PROJECT AGREEMENT

THIS FLOOD MITIGATION ASSISTANCE PROJECT AGREEMENT (the Agreement) is entered into by and between the State of Florida, Department of Community Affairs with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the Town of Davie hereinafter referred to as the "Recipient").

A. WHEREAS, the United States Congress, through an appropriation to the Federal Emergency Management Agency (FEMA), has made available to the Department, Flood Mitigation Assistance (FMA) funds for flood mitigation projects; and

B. WHEREAS, the goals of the FMA program include assisting States and communities in implementing flood mitigation projects to reduce the risk of flood damage to National Flood Insurance Program insurable structures; and

C. WHEREAS, Sections 252.35, 252.36, 252.37, 252.38 and 163.03, Florida Statutes (FS), authorize the relationship described herein; and

D. WHEREAS, the Recipient represents that it possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, that it will perform flood mitigation planning and other activities as provided herein.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK; REPRESENTATION AND WARRANTIES

The Recipient shall fully perform the flood mitigation planning project(s) attached hereto as Attachment A, in accordance with the approved scope(s) of work indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. Recipient shall not deviate from the approved project(s) and the terms and conditions of this Agreement. Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, including but not limited to those noted in Attachments B, C, & D. Recipient represents and warrants that it is a community participating in the NFIP and represents that it is eligible for FMA funds. Recipient commits to the implementation and enforcement of the provisions of its approved Flood Mitigation Assistance Plan and related activities. Recipient represents and warrants that each structure proposed for assistance from this Agreement is currently covered by a flood insurance policy, and shall remain so insured as a condition of receipt of this assistance. Recipient further represents and warrants that the scope of work for structures receiving assistance under this Agreement is categorically excluded from

National Environmental Policy Act (NEPA) requirements according to 44 CFR part 10. Recipient represents and warrants that the proposed project(s) described in Attachment A is/are cost effective, i.e., costs no more than the anticipated net present value of the reduction in both direct damages and subsequent negative impacts to the area if future floods were to occur. Recipient agrees to use design and construction methods and materials that are approved, codified, recognized, fall under standard or acceptable level of practice, or otherwise are determined to be generally acceptable by the design and construction industry.

In performing the Scope of Work, Recipient agrees to ensure performance of all activities described in the Attachment A, to the satisfaction of the Department.

(2) FUNDING

This is a cost-reimbursement Agreement. The Recipient shall be reimbursed quarterly for FMA eligible costs incurred in the satisfactory performance of work required to complete the project(s). The Department shall provide FMA funds to Recipient for reimbursement of up to \$87,600.00, or seventy-five percent (75%) in allowable costs, whichever is less, which Recipient will match from non-federal sources with \$29,200.00, or twenty-five percent (25%) of allowable costs, whichever is less, for payment of expenditures and costs incurred in performing the project(s) identified in Attachment A. In-kind contributions to be considered as match shall not exceed twelve and one-half percent (12.5%) of allowable costs. Cash match from non-federal sources may include: (1) local government expenditures; (2) salary paid to staff to carry out the approved project; (3) local cash funds provided to contractors and consultants to carry out approved mitigation activities; and (4) cash funds provided by any non-Federal source. Allowable costs shall be determined in accordance with the OMB Circular A-87, 44 Code of Federal Regulations (CFR) Part 78, 44 CFR Part 13, and other applicable Flood Mitigation Assistance Program guidance. Payment shall be provided on a quarterly basis.

The Recipient shall utilize the attached form entitled "Request for Advance or Payment of Flood Mitigation Assistance Program Funds," Attachment E, to obtain funds under this agreement. This form is hereby incorporated into this contract by reference.

Any advance payment under this Agreement is subject to Section 216.181(14), FS. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months, based upon the funds being equally disbursed throughout the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted to the Department contract manager using Attachment E. Recipient shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of

these funds. All funds shall be deposited in an interest bearing account. Any interest earned must be promptly, but at least quarterly, remitted to the Department.

The final payment of funds will be made only after project completion, submission of all required documentation, and a request for final payment. Payment and retention of all funding under this Agreement is subject to a final review by FEMA and/or the Department to confirm eligible and ineligible expenses. In the event that this final review identifies payments for ineligible expenses, the Recipient shall be determined in non-compliance with this Agreement and funds shall be repaid or recaptured.

The amount of funding available for FMA activities is limited by the National Flood Insurance Reform Act, 42 USC 4104c. The funding provided under this Agreement shall be considered in evaluating eligibility for future FMA funding awards.

Funds may be recaptured from Recipient by the Department or the Federal Emergency Management Agency (FEMA) in the event of non-compliance with the terms and conditions of this Agreement. Recipient consents and agrees that in the event of a final determination of non-compliance, Recipient shall immediately remit repayment of the ineligible expenses to the Department. In the alternative, any other funds due and payable to Recipient from either FEMA or the Department may be retained by the Department or FEMA for purposes of recapture. Recapture may result from any non-compliance, including but not limited to: (1) failure to provide any required matching funds; (2) failure to complete the project within the required time frames; or failure to complete the project in accordance with applicable provisions of this Agreement, FEMA regulations, or other applicable law or guidance. Any Recipient who has had funds recaptured under FMA shall be ineligible for future funding for a period of five (5) years from the date the funds were withdrawn.

The Coastal Barrier Resources Act (COBRA) significantly limits the availability of Federal assistance in areas designated within the Coastal Barrier Resources System. Any community intending to apply for a planning or project grant which will result in the utilization of funds for activities within a COBRA designated unit must first contact the Department and the Federal Emergency Management Agency (FEMA). FEMA must consult with the United States Fish and Wildlife Service to determine the eligibility of the proposed activity. Recipient represents and warrants that no funds from this Agreement will be utilized for activities in a COBRA designated unit.

(3) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules, regulations and agreements, including but not limited to those identified in Attachments B, C, and D.

(4) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twelve (12) months from the date of execution, unless terminated earlier in accordance with the provisions of paragraph (10) of this Agreement.

(5) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(6) RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT

- (a) Recipient's performance under this Agreement shall be subject to 44 CFR Part 13, "Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments" and OMB Circular No. A-87, "Cost Principles for State and Local Governments."
- (b) All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:
 - 1. If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 - 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for three years after final disposition.

3. All records relating to real property acquisition shall be retained for three years following final closeout or until the period for retention of relevant displacement records has expired, whichever is appropriate.
 4. Records relating to displaced persons or businesses shall be retained for three years following final closeout or resolution of all claims and litigation, which ever comes last.
- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations. Recipient agrees to implement and maintain a record keeping and financial management system sufficient to meet Federal Emergency Management Agency (FEMA) and State of Florida financial reporting requirements and to document that FMA funds have been used in accordance with applicable law.
 - (d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.
 - (e) Recipient shall comply with all terms and conditions established in 44 CFR 13.36, and pertinent state and local laws regarding the procurement of services, equipment and supplies. Recipient shall also comply with the standards governing property management established in 44 CFR Part 13.

(7) REPORTS

- (a) The Recipient shall provide quarterly financial and project progress reports to the Department. The financial report shall be provided using Attachment E, and is due 15 days after the end of each quarter until the work has been completed and approved. Final project progress and financial reports are due 60 days after expiration or termination of this Agreement. Financial reports shall indicate expenditures during the reporting period. Project progress reports shall be provided using Attachment F, and shall indicate the status and completion date for the scope of work, any delays, problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Project progress reports shall also indicate a statement of corrective action taken or contemplated, and any assistance needed to resolve the situation. The Department

may require additional reports as needed. The Recipient shall, as soon as possible, provide any additional reports requested by the Department. The Department contact will be the state FMA point of contact for all reports and requests for reimbursement.

- (b) Recipient shall provide the Department with a close-out report on forms provided by the Department. The close-out report is due no later than forty-five (45) days after termination of this Agreement or upon completion of the activities contained in this Agreement.
- (c) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (10). The Department may terminate the Agreement with Recipient if reports are not received within thirty (30) days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Scope of Work, Attachment A.
- (d) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.

(8) MONITORING

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement, and the terms and conditions of the Agreement. The Department may perform on-site or other types of project monitoring, including attendance at steering committee meetings, as it deems necessary. Should activities or deliverables be found to be insufficient in meeting the stated terms of this contract, DCA may request explanations, amendments or further specifications to the submitted quarterly report, or other report, to which Recipient shall promptly respond.

(9) LIABILITY

Recipient agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

Recipient represents and warrants that hazardous and toxic materials, if present at any locations where the scope(s) of work will be performed, are at levels within regulatory limits and do not trigger action required by Federal, State or local laws or regulations. Recipient further represents and warrants that household hazardous waste meeting the definition set forth in 40 CFR shall be handled in a manner which meets all Federal, State and local laws and regulations. Recipient further represents and warrants that the presence of any condition(s) or material(s) on site, which is subject to Federal, State or local laws and regulations (including but not limited to: above ground or underground storage tanks or vessels, asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals, and septic tanks), shall be handled and disposed of in accordance with the pertinent requirements.

(10) DEFAULT; REMEDIES; TERMINATION

- (a) If the necessary funds are not available to fund this agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department;
 3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;
 4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached

hereto as "Attachment A".

5. If the necessary funds are not available to fund this agreement as a result of action by the Legislature, the Office of the Comptroller or the Office of Management and Budgeting.
- (b) Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity;
1. Terminate this Agreement, provided that the Recipient is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (11) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible; and
 5. Exercise any other rights or remedies which may be otherwise available under law.
- (c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misrepresentation in the grant application; misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, FS, as amended.

- (d) Suspension or termination constitutes final Department action under Chapter 120, FS, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) This Agreement may be terminated by the written mutual consent of the parties.
- (g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may withhold any payments to the Recipient, from this or any other grant agreement between Recipient and the Department, for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(11) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement.

- (b) The name and address of the Department contract manager for this Agreement is:

Mr. Leroy Thompson, Planning Manager
Bureau of Recovery and Mitigation
Florida Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 413-9816
Fax: (850) 413-9857

- (c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mr. Chris Kovanes, Program Administrator
Town of Davie
6951 Orange Drive
Davie, Florida 33314
Telephone: (954) 797-1171
Fax: (954) 797-2061

- (d) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (11)(a) above.

(12) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient, in the Application, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.
- (b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- (d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(13) AUDIT REQUIREMENTS

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall

mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

- (c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (d) In the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal funds awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal funds received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the above audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from Recipient funds obtained from other than Federal entities).

- 1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
- 2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
- 3. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- (a) The Department at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

State of Florida Auditor General
Attn: Ted J. Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

- (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- (c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- (d) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following program address:

Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- (e) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent

in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

- (f) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.
- (g) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.
- (h) The audit is due seven (7) months after the end of the fiscal year of Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.
- (i) An audit performed by the State Auditor General shall be deemed to satisfy the above audit requirements.

(14) SUBCONTRACTS

- (a) If the Recipient subcontracts any or all of the work required under this Agreement, the Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department.
- (b) The Recipient agrees to include in the subcontract that the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the Recipient subcontracts, a copy of the executed subcontract must be forwarded to the Department within ten (10) days of execution of said subcontract.
- (d) Contractual arrangements shall in no way relieve the Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

- (e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- (f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- (g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this agreement from the federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
 - 4. have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this agreement.

(15) TERMS AND CONDITIONS

The Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement has the following attachments:

Attachment A	Approved Project Scope of Work
Attachment B	Program Statutes and Regulations
Attachment C	Lobbying Prohibition/Certification
Attachment D	Statement of Assurances
Attachment E	Request for Advance or Payment
Attachment F	Project Progress Form

(17) STANDARD CONDITIONS

The Recipient agrees to be bound by the following standard conditions:

- (a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216 and Chapter 252.37, FS or the Florida Constitution.
- (b) If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.
- (c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be

submitted in accordance with Section 112.061, FS.

- (e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, FS, and made or received by the Contractor/ Recipient in conjunction with the Agreement.
- (f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.
- (g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(18) STATE LOBBYING PROHIBITION

No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state Department.
Refer to Attachment C for additional terms and provisions relating to lobbying.
Recipient shall execute and return Attachment C with this Agreement.

(19) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(20) ASSURANCES

The Recipient shall comply with the Statement of Assurances incorporated as Attachment D. Failure of the Recipient to comply with the program statutes, Executive Orders, agreements and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT:

BY: _____

Name and Title: _____

Date: _____

Federal Employer I.D. _____

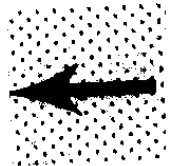
STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: Joseph F. Myers, Director, Division of Emergency Management

Date: _____



ATTACHMENT A

BUDGET AND SCOPE OF WORK

Property Owner: Barry Pokrifcsak
Property Address: 4421 SW 73rd Terrace
Davie , Florida 33314

Recipient shall require the Property Owner to perform tasks associated with the elevation of a substantially damaged structure as further described in the Recipient's Flood Mitigation Assistance Program application. That application is hereby incorporated by reference. The Department of Community Affairs (DCA) shall reimburse eligible costs for this project up to \$87,600.00.

I. Funding Summary

Federal Share: \$87,600.00 (75%)
Local Share: \$29,200.00 (25%)
Project Cost: \$116,800.00

II. Eligible Expenditures

The following categories are generally considered eligible for reimbursement under the FMA. Only reasonable eligible expenses may be reimbursed. The Recipient shall provide the Department with a detailed listing of project expenditures, and classify them according to the listed categories, as part of any request for payment. Any expenditures that do not clearly fall under the specified categories shall be submitted to the Department for review and determination of funding eligibility under the FMA.

Preliminary cost estimates for this project have been provided to the Department, and those costs that are eligible have been incorporated into the categories below.

The amounts set forth below are estimates, and the Recipient may allow the Property Owner to exceed the estimates and be reimbursed for 75% of expenditures in a category, provided that the total reimbursement shall not exceed \$87,600.00.

Attachment A (continued)

Budget and Scope of Work

	Federal (75%)	Non-Federal (25%)
A. Planning	\$ 2,438.00	\$ 812.00
B. Permitting	\$ 1,471.00	\$ 490.00
C. Site Preparation	\$ 11,250.00	\$ 3,750.00
D. Retrofit/Elevation	\$ 65,166.00	\$ 21,723.00
E. Landscape Replacement	\$ 525.00	\$ 175.00
F. Temporary Living/Storage	\$ 2,250.00	\$ 750.00
G. Other Eligible Costs	<u>\$ 4,500.00</u>	<u>\$ 1,500.00</u>
TO TAL:	\$ 87,600.00	\$ 29,200.00

ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

This Agreement and the Flood Mitigation Assistance Program (FMAP) are governed by the following statutes and regulations:

- (1) The National Flood Insurance Act of 1968, as amended by the National Flood Insurance Reform Act of 1994; 42 USC 4101, et seq;
- (2) 44 CFR parts 7, 9, 10, 13, 14, 17, 18, 25, 60, 78, 220, and 221, FEMA policy memoranda and guidance documents;
- (3) State of Florida Cooperative Agreement provisions for the Flood Mitigation Assistance Program;
- (4) The Performance Partnership Agreement (PPA) between the State of Florida and the United States;
- (5) All applicable laws and regulations delineated in Attachment E of this agreement.

ATTACHMENT C

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

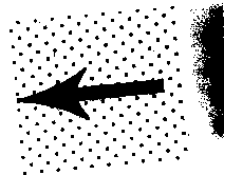
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RECIPIENT

BY: _____
Signature

Type Name and Title



ATTACHMENT D

STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the application for and receipt of FMA funds, including all understandings and assurances contained therein, and directing and authorizing the Recipient's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the Recipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Recipient shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- (d) It has complied with all the requirements of the State of Florida Intergovernmental Coordination and Review (IC & R) process, and that either:
 - (1) Any comments and recommendations made by or through clearinghouses are attached and have been considered prior to submission of the application; or
 - (2) The required procedures have been followed and no comments or recommendations have been received prior to submission of the application.
- (e) It will comply with the Single Audit Act of 1994, as amended. Additionally, the Recipient shall comply with the following requirements related to audits and financial management pursuant to the Single Audit Act of 1994, as amended:

- (1) The Department shall review the Recipient's performance periodically to determine whether the Recipient has substantially completed its program as described in the approved Application and this Agreement. Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon written request by the Recipient and/or upon a determination by the Department of Recipient need.
- (2) The Recipient shall allow the Department to carry out monitoring, evaluation, and technical assistance and shall assure the cooperation of its employees and subcontractors during such activities.
- (3) In the event that the Department suspends funding pursuant to the provisions of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the Recipient. Any requests for payment for which the Department has not yet disbursed payment shall be subject to said suspension.
- (4) If one has been submitted, then Recipient's application for funds to the State for funding consideration under the FMA Program is made a part of this contract by reference.
- (5) Submission of inaccurate information by the Recipient in monitoring report responses; audit or audit finding responses; quarterly, closeout, program income, or other reports; or Requests for Funds that result in subsequent official Department action based on that inaccurate information (such as the granting of administrative or final closeout status, releasing funds, or clearing findings) may, at the option of the Department, subject the Recipient to revocation of the official Department action(s) predicated on that report or submission, (e.g., revocation of closeout status, audit clearance, monitoring report clearance, etc.).
- (f) If applicable, the Recipient shall provide the Department with a signed Public Entity Crime Statement, Form PUR 7068, pursuant to the requirements of Section 287.133(3)(a) FS, and enclose it with the Agreement documents. If subcontractors will receive payment from this contract, it is the Recipient's responsibility to ensure that a copy of the form is executed by each for whom it is applicable, and is included with the Agreement documents.
- (g) Recipient will comply with:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and the regulations issued pursuant thereto, which provide that no person in the

United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (3) E.O. 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
- (4) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the Act;
- (5) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 and implementing regulations
- (6) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance; and

- (7) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
- (k) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.
- (l) It will comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
- (m) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), as amended, if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- (n) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS.
- (o) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, as amended, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- (p) It will comply with the provisions of the Hatch Act (5 USC part 73, subpart III, as amended), which limits the political activity of employees.
- (q) It will give the State, FEMA and the Comptroller General, through any authorized representatives, access to and the right to examine all public records.

- (r) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (s) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, as amended. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (t) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "Uniform Federal Accessibility Standards," (UFAS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- (u) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(v) It will comply with:

- (1) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;
- (2) Executive Order 11988, Floodplain Management;
- (3) Executive Order 11990, Protection of Wetlands;
- (4) The Endangered Species Act of 1973, as amended (16 U.S.C. Section 1531 et seq.);
- (5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
- (6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271 et seq.);
- (7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300f et seq.);
- (8) The Clean Air Act of 1970, as amended (42 U.S.C. Section 7401 et seq.);
- (9) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
- (10) The Clean Water Act of 1977 (Public Law 95-217), as amended;
- (11) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. Section 6901 et seq.);
- (12) Coastal Zone Management Act of 1972, P.L. 92-583, as amended;
- (13) Architectural Barriers Act of 1968, 42 U.S.C. 415, as amended;
- (14) Executive Order 11296, relating to evaluation of flood hazards;
- (15) Executive Order 11288, relating to the prevention, control and abatement of water pollution;
- (16) Reservoir Salvage Act;
- (17) Farmland Protection Policy Act of 1981; and

(18) Coastal Barrier Resources Act of 1982, as amended.

- (w) It will abide by the provisions of Section 116.111, FS, pertaining to nepotism in its performance under this agreement.
- (x) The Recipient will include the provisions outlined in Section 287.055 and 287.057, FS, when negotiating contracts for services.
- (y) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (z) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of drug abuse;
- (aa) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (bb) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (cc) It will comply with Lead-Based Paint Poisoning Act (42 U.S.C.: 4801) et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (dd) It will comply with the Energy Policy and Conservation Act (P.L. 94-163), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- (ee) Recipient shall ensure, as a condition of assistance under this Agreement, that the following information is supplied to FEMA and the Department for each structure assisted:
 - (1) Repetitive loss documentation, indicating number and amount of claims, payments, and dates of each.
 - (2) Date structure was initially constructed.
 - (3) Structure's lowest floor elevation.
 - (4) Applicable flood zone where structure is located.

-
- (5) Base flood elevation.
 - (6) Appraised value of structure.
 - (7) Contractor estimates for work. Recipient shall attempt to separate eligible from any obviously ineligible costs.
 - (8) Square footage estimates of structure before and after proposed retrofit.
 - (9) Estimates of damage for any substantially damaged structures. Proposed elevation height for any substantially damaged structure.

Attachment E

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

Request for Advance or Reimbursement of
Flood Mitigation Assistance Program Funds

SUBGRANTEE NAME: Town of Davie

ADDRESS: 6951 Orange Drive

CITY, STATE, ZIP CODE: Davie, Florida 33314

PAYMENT No: _____

FMA No: FMA-PJ-04FL-1999010

DCA Agreement No: 01FM-6T-11-23-15-008

PROJECT TYPE: Elevation/Retrofit

Total Contract Amount: \$87,600.00

POINT OF CONTACT NAME : Mr. Chris Kovanes

POINT OF CONTACT PHONE No. : (954) 797-1171

FAX No.: (954) 797-2061

HOMEOWNER: Barry Pokrifcsak

HOMEOWNER ADDRESS: 4421 Southwest 73rd Terrace

CITY, STATE, ZIP CODE: Davie, Florida 33314

Project Amount 100%	FEMA 75%	Non-Federal Match 25%	Previous Payments	Current Request	Balance of Remaining Funds

TOTAL CURRENT REQUEST \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the DCA agreement and payment is due and has not been previously requested for these amounts.

SUBGRANTEE SIGNATURE _____

NAME AND TITLE _____ DATE _____

TO BE COMPLETED BY DEPARTMENT OF COMMUNITY AFFAIRS	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT \$ _____	DATE _____

**FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
FLOOD MITIGATION ASSISTANCE PROGRAM**

Applicant Town of Davie

Disaster No. FMA-1999

DCA Agreement No. 01FM-6T-11-23-15-008

FEMA Tracking # FMA-PJ-04FL-1999010

Applicant's Reference No. (Warrant, Voucher, Claim Check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment F

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

PROJECT PROGRESS FORM

SUBGRANTEE: Town of Davie

Project Number #: FMA-PJ-04FL-1999010

PROJECT LOCATION: Elevation/Retrofit

DCA ID #: 01FM-6T-11-23-15-008

DISASTER NUMBER: FEMA-DR-FMA-1999-FL QUARTER ENDING: _____

Percentage of Work Completed (may be confirmed by state inspectors): _____

%

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged

☐ Under Budget

☐ Over Budget

Additional Comments/Elaboration:

NOTE: Department of Community Affairs (DCA) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact DCA as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

ATTEST: OWNER: David B. Hawkins

Witness Printed Name Date

ATTEST: OWNER:

Witness Printed Name

Witness Signature Date

ATTEST: OWNER:
(Non-Owner Spouse evidencing joinder herewith if applicable)

Witness Printed Name

Witness Signature Date

Witness Director, Community Date
Improvement Department

Witness Printed Name

